REMARKS

Applicant certainly appreciates the allowance of Claims 12 – 19, and the suggestions offered by the Examiner to overcome the objections to Claims 3, 21, and 23. Accordingly, most of the language of canceled Claim 21 was added to independent Claim 20. Thus, Claims 20 and 22-29 are now in condition for allowance.

Claims 1 – 11 were contain numerous elements that readily distinguish any combination of the cited prior art references. For example, Claim 1 requires "a pair of continuous long beams" and "a pair of divided beams, each having three separate, discontinuous segments." In Paragraph 3 (Page 2) of the present office action, the Examiner rejects this claim over *Elfborg* in view of *Tuningley*. However, *Elfborg* discloses "four units, and that each unit is composed of two sections [A and B]." Col.2, lines 66-67. However, the "sections" are not discontinuous parts—they are integrally formed together on each unit. The "A section" on one unit fits together with the "B section" on an adjacent unit—they are used only to match the sides of the four units together. Col.2, lines 68-81. The two sections of each unit have different lengths, but they are formed on every unit and are not separate. In other words, there are four identical unitary components that interconnect to only form a 90° crossing (no other crossing angle is shown or described). Consider that the only way a complementary, four-unit design works is to form one of the four "corners" of the crossing with each unit. Thus, it is impossible to characterize *Elfborg* as having "long beams" and "divided beams with three segments." Furthermore, Claim 1 adds that "each of the segments abuts at least one of the long beams." Since *Elfborg* has no long beams, no divided beams, and certainly no segments, it cannot have segments that abut long beams.

The Examiner argues that the addition of *Tuningley* to *Elfborg* satisfies these requirements. However, *Tuningley* only has "four substantially identical crossing beams." It doesn't even have enough pieces to satisfy Claim 1 and, like *Elfborg*, they are all the same. Moreover, *Tuningley's* all four beams are solid—they are not "divided" nor formed with "three separate, discontinuous segments."

In Paragraph 5 (Page 3) of the present office action, the Examiner reverses the order of these two prior art references to render another ground of rejection, but Applicant's arguments still apply. How can either reference's four identical components be characterized as eight components? Moreover, they certainly are not discontinuous, nor does each of six segments abut at least one long beam. Thus, many of the elements of Claim 1 are still lacking in this combination as well.

In Paragraph 4 (Page 3) of the present office action, the Examiner rejects Claim 1 over *Kopp* in view of *Elfborg*. However, the rails of *Kopp* are substantially identical to those of *Tuningley* as they are four substantially identical crossing beams. These four beams join in "interlocking engagement of the crossed rails to form a close-fitting lap joint." Page 2, lines 61-62. Since these beams are also solid, they cannot satisfy the requirements in Claim 1 for divided beams with three segments each, much less the abutment requirement. Thus, even when *Elfborg* is combined with *Kopp* all of the elements of Claim 1 are not present.

The only other cited reference is *Remington*, which merely stands for the proposition that a tie plate 22 can have a pocket 26 for seating a rail. Since one tie plate is required for each rail brace assembly and there are dozens of rail brace assemblies, there would be dozens of discontinuous, spaced-apart pockets on a single crossing. However, the claims (e.g., Claim 2) clearly states that "a pocket" (only one) is formed in the plate "for receiving the long beams and the divided beams." It is impossible for *Remington* to satisfy this requirement.

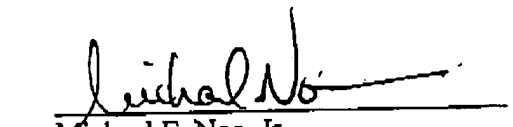
The remaining claims are further distinguishable over these prior art references for the unique elements that each of them contains. For example, Claim 4 states that, "each of the segments of the divided beams has a length that is shorter than a length of the long beams." Since none of the cited references has divided beams, and certainly none with three segments each, they cannot have lengths that are shorter than long beams. The same argument applies to Claim 6, which adds that, "the segments of each of the divided beams comprise a pair of outer segments located outside of the long beams and in abutment with one of the long beams, and an inner segment located between the long beams and in abutment with both of the long beams." The same argument again applies to Claim 7, wherein each of the inner segments has a length

that is shorter than a length of either of the outer segments, and wherein the outer segments are equal in length.

Claim 8 requires perhaps the most unique element of all of the claims. Namely, that the segments of the divided rails are congruent and symmetrical so that they are reversible (i.e., the running surface can be swapped for the guard surface to greatly extend the life of the crossing). "The inner segments are reversible such that the inner segment of one of the divided beams may be interchangeably positioned with the inner segment of the other of the divided beams, and wherein the outer segments are reversible such that the outer segments of said one of the divided beams may be interchangeably positioned with the outer segments of said the other of the divided beams." In contrast, none of the rails or units of the cited prior references can be reoriented such that their guard surfaces become the running surfaces. Worse yet, *Elfborg* is equipped with notches 13 for ends 14 (col. 2, lines 74-75) that limit it to a single orientation. Thus, repositioning the rails or units of the references (if even possible) will always place the same surfaces in the guard and running positions.

It is respectfully submitted that the claims are in condition for allowance and favorable action is requested. No extension of time is believed to be required. However, in the event that an extension of time is required, please charge that extension fee and any other required fees to **Bracewell & Patterson, L.L.P.'s Deposit Account Number 50-0259.**

Respectfully submitted,



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